


LAW OFFICES

HYMOWITZ & FREEMAN

404 PARK AVENUE SOUTH
NEW YORK, NEW YORK 10016
212/689-8900
FAX 212/689-8815

LEE D. HYMOWITZ
MICHAEL M. FREEMAN

January 2,, 2007

 Restoration Corporation
3205 Philip Avenue
Bronx, New York 10465

Re: General Retainer January-December 2007

Dear Mr. 

Thank you for choosing our firm to represent you with respect to the above referenced matter. This letter constitutes a retainer agreement and sets forth the terms of engagement for our representation of you in the formation of a new corporation and other related corporate work.

It is agreed that our firm will represent your corporation for all legal services required in the 2007 year.

A retainer in the amount of \$ 100,000.00 is hereby requested. This retainer will be credited to your account and will be applied against legal fees incurred on your behalf. This retainer is non-refundable.

LAW OFFICES

HYMOWITZ & FREEMAN

Page 2

It is agreed that you will pay all disbursements, directly as they are incurred, or reimburse our firm for all costs advanced and expenses incurred, that are directly related to performance of the legal services undertaken. These include such out-of-pocket expenses as service of process, filing fees, travel, messengers, and other such costs and disbursements incurred on your behalf.

There is the possibility that the services of experts may be required for the proper representation in your matters. The fees and costs due and payable for the services of such experts will be payable by you in advance. No expenses of this type, however, will be incurred without your prior approval.

Statements of your account will be sent to you on a regular basis and at least every sixty days. The statements will reflect the amount of time spent on your case, and the sums due and owing to this office in the event your retainer has been exhausted. The payment of any outstanding balance on your account must be made within 10 days after the statement is rendered. We reserve the right to charge a reasonable rate of interest on any unpaid balance.

Disbursements are to be paid directly, or reimbursed to our firm if we advance them on your behalf, upon your receipt of our bill for same. Disbursements are not legal fees and are not deductible from your retainer.

Billable rates set forth in this agreement will not increase during the period we represent you, even in the event of a general increase in this firm's rates. In addition, this retainer agreement can only be amended by a subsequent written agreement signed by each of us.

LAW OFFICES

HYMOWITZ & FREEMAN

Page 3

You have the right to contact this office during normal business hours to discuss the status of your account, and you will not be billed for time spent in discussion of bills received by you.

You will be kept regularly apprised of the status of your matters and upon request, you will receive copies of all pertinent correspondence. You also have the right to receive copies of all legal documents prepared or received in connection with your case if you so choose and request.

If You understand and accept the terms of this agreement, please sign this letter.

Very truly yours,

Hymowitz & Freeman

Agreed to:

 Restoration Corporation

 President

Date: 02/26/07